paper, such as a power to sell collateral at maturity, are themselves negotiable, and that *bona fide* purchase for value cuts off equities against the incident as well as against the note. See Z. Chafee, Jr., "Acceleration Provisions in Time Paper," 32 HARV. L. REV. 747, 762–3. On the other hand it is clear that the filing of notice of a *lis pendens* is such notice to the world that it prevents a *bona fide* purchase of the land. *Murray* v. *Ballou*, 1 Johns. Ch. (N. Y.) 566; *Walter* v. *Kressman*, 25 Wyo. 292, 169 Pac. 3. It is also settled that the doctrine of *lis pendens* does not apply to negotiable paper. *Winston* v. *Westfeldt*, 22 Ala. 760; *Presidio County* v. *Bond Co.*, 212 U. S. 58. The principal case goes further and refuses to apply *lis pendens* to a vendor's lien securing negotiable paper. Thus the problem is squarely raised as to whether commercial necessity demands the free circulation of such a lien, even at the expense of letting the purchaser disregard the records of *lis pendens*. The principal case seems to follow the trend of authority in regard to this problem, and in limiting the doctrine of *lis pendens* is undoubtedly correct. See W. E. Britton, "Assignment of Mortgages Securing Negotiable Notes," 10 ILL. L. REV. 337, 348.

MASTER AND SERVANT — WORKMAN'S COMPENSATION ACTS — FIREMEN AS PUBLIC OFFICERS NOT INCLUDED. — A city fireman died as the result of a drenching received while extinguishing a fire. His widow sought to recover under the Connecticut Workman's Compensation Act, which defined employee as any person under a contract of service. (1918 CONN. GEN. ST., § 5388.) *Held*, that the plaintiff is not entitled to recover. *McDonald* v. *City of New Haven*, 109 Atl. 176 (Conn.).

There is great difficulty in drawing the line between public employees and public officers. See 1 DILLON, MUNICIPAL CORPORATIONS, 5 ed., § 425; *McNally* v. *Saginaw*, 197 Mich. 106, 163 N. W. 1015. Public officers, however, are not under contract of employment. *Fitzsimmons* v. *City of Brooklyn*, 102 N. Y. 536. By the great weight of authority firemen are public officers. *Schmidt* v. *Dooling*, 145 Ky. 240, 140 S. W. 197. Firemen, therefore, do not come strictly within the definition of the Connecticut act. Nevertheless they might well be allowed compensation. Policemen and firemen belong to the class that compensation acts are commonly supposed to cover. See *In re Golden*, 1915 Op. Sol. Dept. of Labor, 98. Courts construe these acts broadly and liberally. *Matter of Rheinwald* v. *Builders Brick and Supply Co.*, 168 App. Div. 425, 438, 153 N. Y. Supp. 598, 608. Some consensual relationship exists between members of this class and their employers, and it is sufficiently near a contract to be considered a contract of service within the acts. The decisions, however, vary greatly, even under similar statutes. Compare *McCarl* v. *Borough of Houston*, 263 Pa. 1, 106 Atl. 104; and *Devney's Case*, 223 Mass. 270, 111 N. E. 788. More confusion is added by the variation of statutes. See *Sudell* v. *Blackburn*, 3 B. W. C. C. 227; *Village of West Salem* v. *Industrial Commission of Wisconsin*, 162 Wis. 57, 155 N. W. 929; *State ex rel. Duluth* v. *District Court of St. Louis County*, 134 Minn. 28, 158 N. W. 791. The situation is further complicated by the existence of pension funds. *Matter of Ryan*, 228 N. Y. 16, 126 N. E. 350. It may be noted that on similar facts a fireman was denied compensation on the ground that there was no accident. *Landers* v. *City of Muskegon*, 196 Mich. 750, 163 N. W. 43.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — NEGLIGENCE OF MEMBERS OF THE FIRE DEPARTMENT. — The plaintiff's intestate was run over and killed by a fire engine negligently operated by firemen returning from a fire. *Held*, that an action will lie against the city. *Fowler* v. *City of Cleveland*, 126 N. E. 72 (Ohio).

For a discussion of the principles involved in this case, see NOTES, p. 66, *supra*.